

# 2023-CP-08-02197  
# 2:25CV-330-BHH

## UNITED STATES DISTRICT COURT

2025 JUN 30 AM 11:06

## DISTRICT OF SOUTH CAROLINA

## CHARLESTON DIVISION

LoTonia Y Spann (Debtor) Pro Se,  
Plaintiff,

v.

Vanderbilt Mortgage and Finance, Inc.,  
Defendant.

2025 JUN 30 AM 11:06

Civil Action No. : \_\_\_\_\_

## EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER (TRO)

(, LoTonia Y. Spann, respectfully move this Court for an Emergency Temporary Restraining Order (TRO) against Defendant Vanderbilt Mortgage and Finance, Inc. to prevent imminent and irreparable harm to my home and rights while this federal case is pending. The Defendant is actively pursuing actions against my manufactured home (VIN: WHC0271676AAB, Model: 30CP678684AH21, Year: 2021), despite an active bankruptcy discharge, the absence of lawful lien or title authority, and material misrepresentations to state and federal courts.

Emergency relief is required to prevent dispossession, physical removal, or seizure of my home before this Court has an opportunity to review the underlying federal violations. I have demonstrated in my Complaint that the Defendant submitted fraudulent documents to state court, misrepresented the property's classification, failed to attend creditor meetings, and pursued legal actions while under a federal stay or discharge. The balance of equities favors maintaining the status quo until the Court can fully hear the matter.

Accordingly, I request that the Court immediately:

1. Issue a Temporary Restraining Order preventing Defendant from repossessing, transferring, selling, or otherwise interfering with my manufactured home at 645 Anna Lane, Cross, SC 29436.
2. Schedule an emergency hearing within the timeline required under Rule 65 of the Federal Rules of Civil Procedure.
3. Allow me to amend this motion if new facts or relief become necessary.

Respectfully submitted,

LoTonia Y. Spann (Debtor) Pro Se  
645 Anna Lane  
Cross, SC 29436  
Phone: 854-278-9495  
Email: spanntonta@gmail.com  
Dated: June 30, 2025

*LoTonia Y. Spann*

LEAH ELLIOTT LUPPREE  
CLERK OF COURT  
PERKINS COUNTY, SC

2025 JUN 30 PM 2:34

FILED

4.5

*[Handwritten signature]*

# PROOF OF DELIVERY



Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

**Tracking Number**

1Z75979A1305073307

**Weight**

0.20 LBS

**Service**

UPS Next Day Air Saver®

**Shipped / Billed On**

07/01/2025

**Delivered On**

07/02/2025 12:13 P.M.

**Delivered To**

COLUMBIA, SC, US

**Received By**

MUNDY

**Left At**

Front Desk

Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 08/15/2025

9:06 A.M. EST

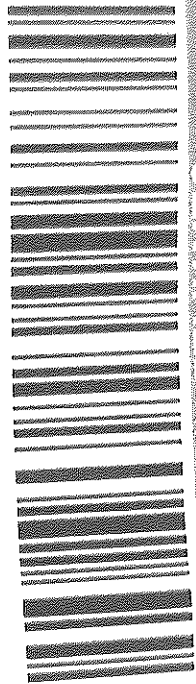
[Print this page](#)



PO BOX 9800  
MARYVILLE, TN 37802

*Don P*

CERTIFIED MAIL



7104 7360 2270 2169 569J

LOTONIA SPANN  
645 ANNA LANE  
CROSS, SC 29436-3129

294363129 R002

Return to: LTONIA SPANN  
645 ANNA LANE  
CROSS, SC 29436-3129  
Postage and Fees: \$005.54



Dear: LOTONIA SPANN

Name and Address of Creditor: See reverse side.

Loan number: 1513170

Serial #: WHC027167GAAB

Date: 7/03/2025

Phone: 1-800-970-7250

Certified Mail #: 7104 7360 2270 2169 5691

Credit Agreement Date: 10/01/2021

**Important Notice:** If your debt has been discharged in bankruptcy, you have no personal liability to us for the debt. We may, however, enforce our lien against any property given as collateral for the debt if the events of default described in this notice are not cured. This notice is not an attempt to collect a debt (i) discharged in bankruptcy from you personally or (ii) that is subject to the automatic stay, a request for you to reaffirm your obligation if it was discharged in bankruptcy.

Subject: Credit Agreement (Referenced Above) Secured by Home (the Serial Number(s) of which is set forth above) and Related Personal Property, Referenced by Loan # Set Forth Above.

We have your home (the serial number(s) of which is set forth above) and related items of personal property (the "Property"), because you broke promises in our Agreement.

We will sell the Property at private sale sometime after 7/14/2025. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the Property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at (800) 970-7250.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at (800) 970-7250 or write us at our address on the reverse (Attention: CARLY HUDOLIN) and request a written explanation. We will charge you a fee not to exceed \$25 for the explanation if we sent you another written explanation of the amount you owe us within the last six months.

If you need more information about the sale call us at (800) 970-7250 or write us at our address on the reverse, Attention: CARLY HUDOLIN.

We are sending this notice to the following other people who have an interest in the Property or who owe money under your Agreement: \_\_\_\_\_

VANDERBILT MORTGAGE AND FINANCE, INC.  
[L1141]

The following notices are required by Federal law: 1. This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose. 2. To the extent your original obligation was charged, or subject to an automatic stay under the bankruptcy code, this statement is for informational purposes only and is not an attempt to collect a debt or impose personal liability for a debt.

SUBJECT  
ATION C  
ARE THE

7:12



Tuesday

11:18 AM

